

AGREEMENT

BETWEEN

**TOWNSHIP OF ABERDEEN
MONMOUTH COUNTY, NEW JERSEY**

AND

**ABERDEEN PBA LOCAL NO. 163-
ADMINISTRATIVE OFFICERS
ASSOCIATION**

JANUARY 1, 2013 THROUGH AND INCLUDING DECEMBER 31, 2015

TABLE OF CONTENTS

	<u>Page</u>
Preamble	4
Article I	
Article II	
Article III	
Article IV	
Article V	
Article VI	
Article VII	
Article VIII	
Article IX	
Article X	
Article XI	
Article XII	
Article XIII	
Article XIV	
Article XV	
Article XVI	
Article XVII	
Article XVIII	
Article XIX	
Article XX	
Article XXI	
Article XXII	
Article XXIII	
Article XXIV	
Collective Bargaining Procedures	5
Recognition	6
AOA Rights	7
Rank, Position, and Appointment	9
Promotions	10
Seniority Roster	11
Seniority	12
Preservation of Rates	13
Rates and Basis of Pay	14
Meal Periods	15
Health and Safety	16
Equipment and Supplies	17
Service Away From Headquarters	18
Attending Court And/Or Hearing	19
Employee Training	20
Posting Notices	22
Positions Bulletined	23
Reducing Forces and Changing Title or Name	24
Personnel Files	26
Transportation	27
Association Business Leave	28
Fixed Shift Assignments	29
Hours of Service and Overtime	30
Sick Leave/Personal Leave	31

TABLE OF CONTENTS
(Continued)

	<u>Page</u>
Article XXV	Injury Leave
Article XXVI	Bereavement Leave
Article XXVII	Vacations
Article XXVIII	Holidays
Article XXIX	Educational Incentive
Article XXX	Longevity
Article XXXI	Life Insurance
Article XXXII	Medical Insurance
Article XXXIII	Dental Plan/Prescription Plan/Vision Plan
Article XXXIV	Uniform and Maintenance
Article XXXV	Salaries
Article XXXVI	Contract Standards
Article XXXVII	Printing Agreement
Article XXXVIII	Employee Performance
Article XXXIX	No Strike Pledge
Article XL	Joint AOA/Chief of Police Committee
Article XLI	Starting Time and Differential
Article XLII	Grievance Adjustment Procedure
Article XLIII	Management Rights
Article XLIV	Legal Actions Against Officers
Article XLV	Definitions
Article XLVI	Just Cause
Article XLVII	Disciplinary Fines
Article XLVIII	Duration of Contract

PREAMBLE

This Agreement made by and between the **TOWNSHIP OF ABERDEEN**, a Municipal Corporation hereinafter referred to as **EMPLOYER**, and the **ABERDEEN TOWNSHIP ADMINISTRATIVE OFFICERS ASSOCIATION (AOA)**, acting as bargaining agent for all Lieutenants, Captains, and Deputy Chiefs of the Aberdeen Township Police Department, hereinafter referred to as **OFFICERS**, is designed to insure that all persons and property coming within the jurisdiction of Aberdeen Township shall have sufficient and professional police officers, trained and equipped to detect and prevent crime and protect the life and property of all said persons. Therefore, the following Articles are proposed to insure that, in addition to the above, the individual police officer has certain rights and privileges providing him/her proper and safe working conditions, equipment, work schedules, benefits, pay scales, and other agreements with his/her Employer, so as to induce the officer to remain a member of the Aberdeen Police Department and enable him/her to serve the residents of Aberdeen with vigor and justice.

ARTICLE I

COLLECTIVE BARGAINING PROCEDURES

A. Collective bargaining covering those subjects as may be mutually agreed upon between the parties hereto for inclusion in this Agreement shall be conducted by the duly authorized bargaining agent(s) of each party.

B. The Township Manager and/or such other person as may be designated and empowered by the Township Council shall be the bargaining agent of Employer.

C. A bargaining committee designated by the members of the AOA shall be the bargaining agent of said AOA. The committee members shall be permanent members of the Aberdeen Township Police Department holding the rank of Lieutenant, Captain, or Deputy Chief.

D. Collective bargaining meetings shall be held at the request of either party at such times and places as may be mutually agreed upon.

ARTICLE II
RECOGNITION

Employer hereby recognizes AOA as the sole and exclusive bargaining agent for all Lieutenants, Captains, and Deputy Chiefs of the Aberdeen Township Police Department.

ARTICLE III

AOA RIGHTS

A. The wide ranging powers and duties given to the Police Department and its member officers involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the action or inaction of a particular member of the Department and require investigation.

B. In an effort to insure that any investigations are fairly and equitably conducted in a manner conducive to good order and discipline, the following guidelines are hereby adopted.

1. The interrogation of a member shall be at a reasonable hour, preferably when the member is on active duty.

2. The member shall be informed of the nature of the investigation before interrogation commences, including the name of the complainant. If the information or complainant is anonymous, then the member shall be immediately advised. Sufficient information to reasonably apprise the Employee of the allegations shall be stated or set forth, in writing, if requested. If it is known that the member is being questioned as a witness only, he shall be so informed orally or set forth in writing at the initial contact.

3. During interrogations and/or questioning, reasonable respites shall be allowed for personal necessities, meals, telephone calls and rest.

4. The Department or member may require an audio or video recording of the interview. A transcript or copy of the recording shall be made available to the officer as soon as possible upon request, at his/her expense. The Department shall follow and comply with the

New Jersey Attorney General's Guidelines as they relate to internal affairs investigations as required by N.J.S.A. 40A:14-181.

5. The member shall not be subject to any offensive, uncivil language nor shall there be threats of transfer, dismissal or other disciplinary punishment for failure to respond to either questions or allegations. No promise of reward shall be made as an inducement to answering questions. Nothing herein shall be construed to prevent the investigator from informing the member of the consequences of a finding of guilt or any alleged charge requiring a disciplinary action.

6. If a member is under arrest or likely to be, if the person is suspect or the target of a criminal investigation, he shall be given his individual constitutional rights in accordance with due process of law.

7. During any interrogation, the member may have a representative of the AOA and/or legal counsel (at his expense). The member shall have the right, upon request, to consult with his legal representative and/or the AOA representative before responding to a question concerning the violation of Departmental Rules, Regulation and the laws of the federal, state and municipal government during the interrogation.

ARTICLE IV

RANK, POSITION AND APPOINTMENT

The Employer shall set forth, as part of this Agreement, for every position held by an officer the function and authority of every title or assignment held by an officer and list the complete uniform required for every officer. Further, the Employer shall set forth a list of requirements to establish the minimum standards by which an officer may be considered for every rank, position and/or appointment. Assignments shall be considered any change in type of duty (*i.e.*, Operations to Administration).

Notice of any change in the rules governing these positions, ranks and appointments and the adding of additional positions or changes in the aforesaid requirements shall be posted.

ARTICLE V
PROMOTIONS

All provisions of the Department of Personnel shall govern promotion.

ARTICLE VI
SENIORITY ROSTER

The Employer shall, at the end of each year, supply AOA with a list, by seniority, of all Police Department Employees showing:

Name
Date of Employment
Position Held
Rank, Title, Assignment
Dated Appointed To Position, Rank, Title
Assignment
Annual Base Salary
Sick Time Accrued Through The End Of The Year
Holiday Payment Of Days Off
Longevity Payment
Other Pay Or Benefits Received
Incentive Days Earned

Such list shall be provided on or before March 1 of the following year.

ARTICLE VII**SENIORITY**

A. All provisions of the Department of Personnel shall apply in selection of appointees, testing and advancement in rank.

B. Seniority shall commence and become fixed at the date of permanent Department of Personnel appointment as a full time Police Officer or appointment of current rank with the Aberdeen Township Police Department.

C. Every officer shall be advised of his/her position on the seniority roster when permanently appointed. When two (2) or more officers are permanently appointed or promoted at the same time, seniority stature shall be assigned to each officer based on his/her Department of Personnel test score, if equal, then by age; these being equal, then by alphabetical order.

D. Positions, work schedules, duties, assignments or transfers which are not covered by the Department of Personnel may be bid for by application to the Chief of Police. The officer having the highest seniority shall have preference whenever officers are equally qualified in fitness and ability, provided that the Chief of Police determines, during the review process, that the officer with seniority would be most suited for the job in the best interests of the Township. Whenever officers submit a bid under this procedure, the officer with seniority shall have preference, subject to the Chief's determination as herein provided.

E. Upon compliance by Employer with the Department of Personnel requirements or regulations, and except as hereinabove set forth, when two (2) or more officers qualify for appointment, seniority shall be considered.

ARTICLE VIII

PRESERVATION OF RATES

A. Officers temporarily assigned by the Employer or the Chief of Police to a higher rank shall receive the higher rate of pay and all benefits of that rank while occupying such rank. At no time will such temporary assignment to a higher rank exceed one hundred eighty (180) calendar days. Employer shall at the time of such temporary assignment request a Department of Personnel examination to fill any rank which is vacated by an officer by reason of retirement or dismissal. Employer retains the right, however, to abolish a position to which a temporary appointment has been made.

B. Officers temporarily assigned to a lower rank with less pay or benefits shall not have their pay and/or benefits reduced. Assignments to a lower rank or work schedule shall not exceed five (5) calendar days per month except in case of emergency.

ARTICLE IX**RATES AND BASIS OF PAY**

A. The Township, for the purpose of paying the annual salary of all members of the unit on a biweekly basis beginning with the first scheduled Friday of the month of January, shall calculate the biweekly pay on the basis of a five (5) day work week times the total number of weeks in the year, plus or minus any fraction thereof.

B. During each year, the total number of work days paid is two hundred sixty-one (261).

ARTICLE X**MEAL PERIODS**

A. Where regular operation requires continuous service, that is, where officers work eight (8) consecutive hours, each officer shall have at least thirty (30) minutes away from work, without deduction of pay, as a meal period except in case of emergency.

B. Where regular operation is not necessary and service may be suspended for a meal period, the scheduled meal period shall be between the third (3rd) and sixth (6th) hours of a scheduled duty and shall not be less than thirty (30) minutes or more than one (1) hour.

ARTICLE XI

HEALTH AND SAFETY

A. The Employer shall take all necessary precautions to safeguard the health and safety of all Aberdeen Township Police Department Employees.

B. If an officer is found to be unfit to perform his/her duties, he/she may either be continued on sick leave as provided in **Article XXIV, SICK LEAVE**, or the officer may choose to take disability retirement, if eligible. Council and/or Township Manager reserves such rights under the law, as they may have relative to involuntary disability retirement.

C. Whenever contact or combat occurs with a person who may have a communicable disease which in any way affects an officer physically or mentally while on duty, that officer shall receive all medical aid, examination and/or treatment as may be necessary at no expense to that officer. When requested by the officer such aid and treatment shall be given before being relieved of duty.

D. For the health and safety of all officers the Employer shall provide ongoing in-service education regarding exposure to AIDS or any other communicable disease. The Employer shall provide any protective equipment needed to safeguard the health of all officers against such diseases.

ARTICLE XII**EQUIPMENT AND SUPPLIES**

Employer shall be responsible for supplying all necessary equipment and supplies to perform the functions or duties of every officer as may be determined by the Township Manager.

ARTICLE XIII**SERVICE AWAY FROM HEADQUARTERS**

A. Travel allowances on official business shall be given in accordance with the following schedule and may be drawn by the officer prior to departure in an amount not less than Thirty-Five (\$35.00) Dollars for each twenty-four (24) hour period. Actual expenses must be submitted to the Township Manager by voucher within five (5) working days of the officer's return to regular duty and, subject to the Manager's approval of voucher, shall be paid to the officer within seven (7) working days of the Manager's receipt of voucher.

B. If, while an officer is on special assignment, he/she is completely relieved from duty or assignment for a rest period, that officer shall not be compensated for such period of time. However, no officer shall be paid less than an eight (8) hour pay for each calendar day spent on special detail as aforesaid.

ARTICLE XIV

ATTENDING COURT AND/OR HEARING

A. All officers required by virtue of their employment to appear in court or at official hearings shall be compensated at the appropriate rate of pay. In addition, such officers shall be reimbursed for their related expenses which shall include, but not be limited to mileage, Twenty (\$0.20) Cents per mile, meals and lodging.

B. The above provisions shall also apply to all court appearances and attendance at official hearings when the officer's presence is required under subpoena, or otherwise ordered by the Chief of Police.

C. Officers shall advise their immediate superiors, verbally or in writing, prior to the time they are required to appear. Subsequent to their appearance, officers shall advise their immediate superiors of their attendance setting forth location and time spent, regular assignment and expenses incurred. Expenses shall be detailed on a separate voucher. All notice forms shall be supplied by the Employer. Proper notification shall consist of written and/or verbal notice to the officer in charge of the department.

ARTICLE XV

EMPLOYEE TRAINING

A. The Township and the AOA agree that training is an integral function of management and an essential requirement for all Employees to promote acceptable and increased levels of competence.

B. The AOA agrees that it will encourage Employees to maintain acceptable and increased levels of competence by:

1. Keeping abreast of changes occurring in their occupation as provided to the AOA by the Township.

2. Participating in development activities, in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training which shall be during a regular tour of duty or, if otherwise, compensated for at the appropriate rate of pay.

3. Utilizing and sharing with fellow Employees new skills acquired through training.

C. The Township Manager and the Chief of Police will plan and provide training and development of Employees to meet acceptable and increasing levels of competence.

D. Officers shall be paid for training on a straight time hourly basis.

E. The Township Manager, Chief of Police and the AOA agree to meet upon written notice of either party to consider training and development programs for Employees covered by this Agreement. Such programs as required by management shall include full reimbursement by the Township for approved courses which are completed by Employees as part of the Employee training programs.

ARTICLE XVI
POSTING NOTICES

A. The Employer shall provide a bulletin board with sufficient space in an accessible place. Posting will be restricted for use of the AOA. When articles herein require the employer to post notices, the employer shall do so by providing the AOA with the copy and post a copy on the above bulletin board.

B. A copy shall be inserted in a ring binder in the Squad Room for officers' reference. The AOA pledges to preserve said notices in proper condition.

ARTICLE XVII**POSITIONS BULLETINED**

Whenever a Department of Personnel test is being applied for, or whenever an appointment not covered by Department of Personnel is contemplated, the Employer shall provide the AOA with notice thereof, and when known, shall post the date of the test, or appointment and a list of qualifications for the position. A list of the people being considered for the position shall be posted for not less than fourteen (14) days prior to the effective date the position is to be filled.

ARTICLE XVIII

REDUCING FORCES AND CHANGING TITLE OR NAME

- A.** When reducing forces through lay-offs, provided fitness and ability are equal, seniority, in reverse order, shall govern displacement.
- B.** Those officers affected by elimination of positions whose seniority rights entitle them to regular employment, shall, within five (5) days from receipt of the above notice, notify the Employer of their intent to exercise their seniority and the date they will start work in such a position. Unless the officer so notifies the Employer within five (5) calendar days from the date his/her position was abolished, the officer's right to seniority is waived. All other displaced officers whose seniority rights entitle them to regular employment must similarly exercise their seniority rights within five (5) days from the date they are notified of displacement or their seniority rights will be waived. In the event a position in rank is to be eliminated, that person with the least seniority in rank shall be entitled to exercise his/her seniority rights to placement in the next lowest rank.
- C.** When new rank, department, bureau or position is organized to take over any work now being performed in any other office, department, bureau, position or rank; or if any division or combination of offices, departments, bureaus, positions or assignments are made, the new organization or entity resulting from the above change shall be posted and filled from the officers on the basis of seniority.
- D.** Furloughed (not suspended or dismissed) officers, except those laid off during

their probationary period, shall be recalled and returned to service on the basis of their individually affected seniority prior to the employment of new officers.

ARTICLE XIX**PERSONNEL FILES**

A. The Township shall maintain one (1) personnel file for each officer in the Township Manager's office. It is agreed that an employee of the Police Department shall have the right to see his/her personnel file in the presence of the Township Manager or his designee upon written request. If the officer, after examination, is dissatisfied with anything in the file because he/she believes the contents to be unsubstantiated, irrelevant, incomplete, inaccurate, etc., he/she may, if unable to correct his/her matter within the Department, follow procedures set forth in Article XLII, Grievance Procedure, commencing with Step 2.

B. No letter, memorandum or other document, except for employment recommendations may be placed in a personnel file without the Employee receiving a copy.

ARTICLE XX**TRANSPORTATION**

A. Officers will be supplied with 24 hour use of township vehicles for the efficiency of departmental operations.

B. Whenever a vehicle other than a township vehicle is used by an officer, the Employer shall compensate said officer at the rate of \$.20 per mile. The employer shall provide such forms as it may need for this reported vehicle use. Such reimbursement shall be made to the officer fourteen within (14) days of written notice of use.

ARTICLE XXI**ASSOCIATION BUSINESS LEAVE**

A. The Employer shall permit members of the AOA Grievance Committee (up to three (3) officers) to conduct business of that Committee during the duty hours of the Committee members without loss of pay. This business shall include, but not be limited to, conferring with employees in reference to grievances, meeting with the Employer and their designated officials in accordance with the grievance procedures set forth in this contract with the prior approval of the Chief of Police or the Township Manager.

B. The Employer shall permit members of AOA Negotiating Committee to attend collective bargaining meetings during the duty hours of the Committee members without loss of pay with the prior approval of the Chief of Police and/or the Township Manager.

ARTICLE XXII**FIXED SHIFT ASSIGNMENTS**

A. Regular shift assignments shall have a fixed starting time between 0700 and 0830 hours with specified days off and shift to be worked and shall not be changed indiscriminately. At least forty-eight (48) hours advance notice in writing or by posting must be given to officers affected or who may be affected when a change is contemplated.

B. Officers may, upon written notice or contemplated change and for a period of five (5) days after effective date of change, exercise their seniority rights to any other position held by a junior officer within that assigned division, rank, assigned group or title.

C. Any junior officer so displaced by another senior officer may also exercise their seniority rights in the same manner and must do so within forty-eight (48) hours of receiving written notice that he has been displaced or accepted assignment or change imposed by the Employer.

D. The shift arrangement shall be two continuous weeks of Monday through Friday work weeks with the following two consecutive days off, followed by one week of a Monday through Thursday work week with the following three consecutive days off. Should the officers' scheduled Friday off fall on a Holiday as defined in **Article XXVIII**, or conflict with other approved leave, that officer shall receive the following Monday off. Or, in case of other scheduling conflicts, another day that is mutually agreed upon between the officer and the Chief of Police or his designee.

ARTICLE XXIII**HOURS OF SERVICE AND OVERTIME**

A. Eight (8) consecutive hours, inclusive of meal period, shall constitute a day's work for which eight (8) hours compensation shall be paid.

B. Officers specifically placed on call by order of the Chief or the Township Manager and specifically required to remain at home during such period, shall be compensated at the rate of one-half (½) their regular rate of pay for such hours spent on call.

C. If an officer works for a contractor outside his/her regular working hours, the guaranteed minimum received shall be four (4) hours at the rate of time and one-half (1½) of the prevailing salary for a Patrol Officer at the top pay step, except that no overtime shall be paid when the officer does not work his/her next regularly assigned eight (8) hour shift.

D. Upon the establishment of a Table of Organization for the Police Department, a copy of said chart shall be given to the AOA. Any changes made by Employer shall be given to the AOA.

E. The Township shall on a bi-weekly basis post, or give each individual employee, his or her amount of overtime worked one week prior to the date of payment.

ARTICLE XXIV**SICK LEAVE/PERSONAL LEAVE**

- A.** All officers shall be credited with fifteen (15) accumulated sick days per year.
- B.** Sick leave shall be cumulative from year to year and shall be posted annually as indicated in **Article VII, Seniority**.
- C.** The AOA and its membership agree to cooperate to the best of their ability to minimize sick leave.
- D.** An employee shall receive a \$1000 incentive for the non-use of any sick days during the calendar year until the 3rd sick day is used. After the 3rd sick day in a year, \$200 will be deducted from the \$1000 incentive. Thereafter, for each additional sick day used, \$200 will continue to be deducted from the remaining amount and the employee shall receive the balance at the end of the year.
- E.** Each Employee shall receive a lump sum payment for one-half (½) of all earned and unused accumulated sick leave which is credited to him/her on the effective day of his/her retirement from the Aberdeen Township Police Department as prescribed by the New Jersey Police and Firemen's Retirement System in the manner and to the extent provided for herein.

- 1.** Such supplemental compensation payment shall be computed at the rate of one-half (½) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the employee's base salary received during his/her last year of employment prior to the effective date of his/her retirement, provided, however, that no such

lump sum supplemental compensation shall exceed \$28,335.00 in 2009, which shall be increased to \$29,612.00 beginning January 1, 2010, which shall be increased to \$30,940.00 beginning on January 1, 2011, and which shall be increased to \$32,336.00 beginning January 1, 2012.

2. The lump sum supplemental compensation provided herein for accumulated sick days shall in no way affect, increase or decrease any pension or retirement benefits to such retired employees.

3. An Employee who incurs a separation in service for any reason except that due to temporary lay off shall have his/her accumulated sick leave computed only from the date of return to employment.

4. In the event of an Employee's death after the effective date of his/her retirement or before payment is made, the payment shall be made to his/her estate.

5. The officer intending to request compensation for accumulated sick time under this Section in the year of his/her retirement shall notify the Township Manager in writing not later than December 15th of the preceding year.

F. Unit members shall receive five (5) personal days annually, not charged to sick leave. Employer will pay employees straight time for up to two (2) unused personal leave days each year provided the employee can prove such days were requested on eligible dates, which shall be determined in advance by the Chief of Police or his designee, and were denied by the Chief of Police or his designee. Employees will also be able to carry over one (1) unused personal day into the next year, but this day must be used before April of the following year or it will be lost.

G. It is agreed that after eight (8) "undocumented" sick days (i.e. days for which the employee has not produced a doctor's note) said officer shall produce a doctor's note for any subsequent sick days utilized during the remainder of the calendar year. It is further agreed and understood that any cost associated with the procurement of the required doctor's note shall be at the officer's sole expense.

ARTICLE XXV**INJURY LEAVE**

A. A leave of absence as a result of injury or illness or disease incurred in the line of duty may be granted by the Council for a period up to one (1) year with full pay in accordance with Township Ordinance, Section 3-4.5 provided the officer applies, in writing, to the Township Manager. When such action is taken by Council, the officers shall not be charged any sick leave time lost due to such injury.

B. Where the officer receives pay benefits through any policy of Worker's Compensation said benefits (pay) shall be paid to the Township of Aberdeen.

C. In the event that an Employee contends that he/she is entitled to a period of disability (job related) beyond the period established by the treating physician, or a physician employed by the Township or by its Workers' Compensation insurance carrier, then in that event, the burden shall be on the Employee to establish the extended period of disability by way of a judgment in the Division of Workers' Compensation or by the decision of a court of competent jurisdiction at his cost and expense.

D. In the event that an employer-employee dispute occurs as to whether an absence shall be designated as sick leave or as an injury on duty, or as to the extent of temporary disability, nature of the claim, i.e., sickness, job related injury or disease - illness, then the Employee and Employer shall be bound by the decision of the appropriate Division of Workers' Compensation or the decision of a court of competent jurisdiction.

E. An Employee claiming to be eligible for job related injury or disease disability must submit to the Chief of Police or Township Manager within twenty-four (24) hours, or such additional period of time permitted by the Township Manager, a medical doctor's certificate as to his or her medical disability.

ARTICLE XXVI

BEREAVEMENT LEAVE

A. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family, mother, father, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, or other relative living under the same roof. Employees shall be granted up to three (3) days off with pay at the employee's straight time rate upon the death of their maternal or paternal grandparents.

B. Employee shall be granted up to one (1) day off with pay per year to attend the funeral of any other relative.

C. Such leave will not be charged against the officer's sick leave.

D. The Employee exercising the above bereavement leave must attend the funeral services in order to qualify for the leave.

ARTICLE XXVII**VACATIONS**

A. Employer agrees to grant vacations to all members of the Police Department in accordance with the following schedule:

1. Employees with one (1) year or more of service shall receive twelve (12) days paid vacation for each year plus one (1) day per year after the first year to a maximum of fifteen (15) days.

2. An Employee having completed fifteen (15) years or more of service with the department shall receive twenty (20) vacation days per year.

3. An Employee having completed twenty (20) years or more of service with the department shall receive twenty-two (22) vacation days per year.

B. Vacation time may not be accumulated for a period past the vacation year without the written consent of the Township Manager and in no event accumulated for more than the following vacation year.

1. It is further understood and agreed that the officer shall have the option to request payment for five (5) days unused vacation time, only in lieu of the using of the earned vacation period.

2. The exercise of said option shall be requested in writing to the Township Manager no later than January 1st of the year in which the vacation accrues, and payment shall be made no later than December 15th of that year.

- C. A vacation year is that period between January 1st and December 31st.
- D. Vacation schedules shall be granted on a strict seniority basis, except that the Township shall not be required to allow more than two Police Officers off on any one (1) day *i.e.*, 7:00 am to 7:00 am the next day.

ARTICLE XXVIII**HOLIDAYS**

Employees are entitled to the following holidays off with full pay:

- New Year's Day
- Martin Luther King's Birthday
- Lincoln's Birthday
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Election Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- $\frac{1}{2}$ day before Christmas Day
- Christmas Day
- $\frac{1}{2}$ day before New Year's Day
- 1 Floating Holiday

A holiday falling on a Saturday will be observed on the preceding Friday, and a holiday falling on a Sunday will be observed on the following Monday.

ARTICLE XXIX

EDUCATIONAL INCENTIVE

A. Tuition Reimbursement

1. Employer shall reimburse all officers within fourteen (14) days for the actual tuition cost for any college course in law enforcement or police science receiving prior approval by the Township Manager and satisfactorily completed. The Employee shall give forty- five (45) days prior written notice to the Township Manager of his/her intention to seek reimbursement for said course. Failure to notify superiors in writing by December 1 of estimated cost of tuition reimbursement will result in possible denial.

2. Prior to commencing work on a college degree in Law Enforcement or Police Science, the member must receive written approval from the Township Manager that the course major is acceptable for tuition reimbursement. Said compensation shall be subject to the following provisions:

- a. Course must be taken on Employee's time (off duty hours)
- b. Course must be given by a college or university accredited by a recognized accrediting association
- c. Course must be credited toward a Police Science or Law Enforcement degree
- d. No compensation shall be given for course work receiving a grade of below "C"

- e. Members will be responsible for supplying the Township Manager's office with a copy of the transcript of eligible course completion prior to reimbursement.
- f. The maximum tuition reimbursement amount shall not be greater than the maximum tuition cost to attend any New Jersey State College or University during the same academic year.

B. College Credit Compensation

Officers with the following degrees in Police Science, Police Administration, Business Management, or other related subjects shall have the sums hereinafter set forth added to said officer's annual base salary, except that the section does not apply to the Deputy Chief.

Associate Degree (60 credit hours)	\$4500.00
Bachelor's Degree (120 credit hours)	\$5500.00
Master's Degree (prerequisite of Bachelor's Degree plus 30 credit hours)	\$7000.00

Compensation previously approved shall remain effective.

C. Veteran's Incentive

In lieu of receiving an educational incentive, Veterans shall be entitled to receive a \$2,000 incentive (as defined and recognized by Civil Service). However, in no event may an officer collect both the Educational Incentive for an Associate's Degree and the Veteran's

Incentive.

D. Voluntary Preparatory Training Course Reimbursement for Promotional Examination

Officers who wish to take a promotional examination and enroll in an approved preparatory course, will be reimbursed for fifty-percent (50%) of the out-of-pocket costs associated with that course upon successful completion of the course and a grade over 70 on the promotional examination.

ARTICLE XXX

LONGEVITY

Years of Continuous Service Annual Longevity Award

25+ \$2,500.00

ARTICLE XXXI**LIFE INSURANCE**

- A.** Employer shall insure all full time regular members of the Police Department with life insurance in the amount of \$10,000 with the beneficiary to be designated by the officer.
- B.** Life insurance furnished by the Employer shall continue to be furnished by the Employer to full time regular members of the Police Department and also any retired police officer from the date of his retirement as defined by the Police and Firemen's Retirement System (PFRS) until the death of such officer.
- C.** In addition said life insurance coverage shall be continued by the Employer from the date of the officer's retirement as hereinabove defined through his/her 69th birthday.

ARTICLE XXXII**MEDICAL INSURANCE**

A. Employer shall provide employees, and their eligible dependents, covered by this Agreement, coverage in the Township's Health Plan Document. All employee contributions and co-payments are hereby set forth within the Plan Document, or as modified to reflect changes in this Agreement, in effect at the initiation of this Agreement. Any proposed changes in the aforementioned Plan(s) shall be discussed with the AOA prior to being implemented by the Township.

1. For non-network providers, the co-insurance shall be 80% after \$100 per covered person deductible and \$200 per family unit deductible, as set forth in the Plan Documents.
2. Calendar Year for Out of Pocket Expenses shall be \$800 per covered person or \$2,000 per family unit. The Plan will pay the designated percentage of covered charges until out-of-pocket amounts are reached, at which time the Plan will pay 100% of the remainder of covered charges for the rest of the calendar year unless otherwise stated.
3. "Wellness Benefit" of up to \$700.00 is available as reimbursement for out-of-pocket medical expenses for employees who submit verification from a physician that age-appropriate physical examination(s) and health screening have been performed.

B. Employer shall continue the present Major Medical plan for all officers and eligible dependents with full premiums paid by Employer up to a \$5,000,000.00 maximum lifetime benefit.

C. Employer shall continue all of the above coverage for the eligible dependents of an officer killed in the line of duty or as a result of the officer's employment for a period of one (1) year after such demise.

D. Any Employee who retires after twenty-five (25) years of service credited in the Police and Firemen's Retirement System, or as otherwise required by N.J.S.A.40A:23-10, and twenty (20) years of service credited with the Township of Aberdeen shall be provided with health insurance as provided to other retirees under this Agreement.

E. The current monthly premium sharing contribution of \$88.66 for single coverage, and \$148.66 for family coverage in accordance with the Township's Alternate Healthcare Benefit Plan was agreed upon in recognition of the passing of P.L. 2010, c. 2 and P.L. 2011, c. 78. The parties agree in the event either statute is subsequently rescinded or declared null and void, the employee's premium contribution, if any, will be negotiated at the time the statute is rescinded or declared null and void.

Current annual employee contributions

Dental \$80

Rx Single \$120

Rx Family \$264

Co-Pays

Doctor Visits: \$20

Emergency Room: \$50

Rx (Prescriptions): \$10/20

ARTICLE XXXIII

DENTAL PLAN/PRESCRIPTION PLAN/VISION PLAN

A. The Employer shall make available to all members a Dental Plan, Vision Plan, and Prescription Insurance Plan for the Employee and the Employee's entire family.

B. The Township shall pay the cost of dental coverage for the individual Employee up to a maximum benefit of \$1,500 per year. The incremental cost of coverage for the family benefit shall be paid for by the Employee. For the year 2009 the total benefit for the employee and the family shall be \$3,750 . For the year 2009 the cost to the Employee shall be a maximum of \$80 for the family coverage. The premium co-pay by the Employee may be adjusted on an annual basis which shall be based on both the experience of the group or if the members decide to decrease or increase the benefit.

C. The Employer shall provide each Employee choosing the Dental Plan option with dental plan coverage known as Plan 1-A New Jersey Dental Plan or the equivalent of the coverage so described.

D. Orthodontics (up to age 19) and implants to be covered at 50% of the cost.

E. 2 exams/cleanings covered per year.

F. The dental or prescription insurance coverage shall become effective in compliance with requirements of the aforesaid insurance company. Pursuant to the Prescription Plan, the Employee shall be obligated to pay a co-payment of a maximum of \$10.00 generic and \$20.00 for all other drugs.

G. Routine eye exams are covered every two (2) years.

H. Reimbursement up to \$100.00 per year per covered person for corrective lenses and/or contacts.

ARTICLE XXXIV**UNIFORM AND MAINTENANCE**

A. Every officer shall replace his/her own uniform when required by the Chief of Police or his/her designee. Each officer shall be responsible for all non-job connected loss or damage to issued uniforms or equipment and shall make every reasonable effort to keep and; maintain all uniforms and equipment in good condition.

B. All special equipment or clothing of a defensive or protective nature required by Employer shall be supplied and maintained by Employer.

C. All uniforms will be inspected by the Chief of Police or his designated representative from time to time during the year to insure proper condition, cleanliness and uniformity.

ARTICLE XXXV

SALARIES

A. Base salaries payable to full time regular officers covered in this contract shall be as follows:

<u>Deputy Chief of Police:</u>	1/1/2013:	0.00%	\$144,688.99
	1/1/2014:	3.00%	\$149,029.66
	1/1/2015:	3.00%	\$153,500.55

Police Captain: (Effective July 1, 2013 through December 31, 2013, there shall be a 4% base salary differential between the ranks of Police Lieutenant and Police Captain retroactive to July 1, 2013)

7/1/2013:	\$132,700.20
1/1/2014:	3.00% \$136,681.21
1/1/2015:	3.00% \$140,781.65

<u>Police Lieutenant:</u>	1/1/2013:	0.00%	\$127,596.35
	1/1/2014:	3.00%	\$131,424.24
	1/1/2015:	3.00%	\$135,366.97

ARTICLE XXXVI
CONTRACT STANDARDS

A. In the event that any provision of this Agreement shall at any time be declared invalid by legislative act or any court of competent jurisdiction, or through government regulations or decrees, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. In the event any provision herein runs contrary to existing law, said provision shall be deemed inoperative and the existing law shall apply.

B. This contract contains the entire Agreement of the parties and no representations have been made between the parties except as herein provided.

C. Where the Employer, through its Township Manager by executive order or direction seeks changes in the working conditions, heretofore in effect, said proposed change shall be negotiated in accordance with the rules of collective bargaining.

ARTICLE XXXVII**PRINTING AGREEMENT**

This Agreement shall be reprinted by the Employer and each officer coming within its scope shall be entitled to one (1) copy of it at no expense.

ARTICLE XXXVIII
EMPLOYEE PERFORMANCE

A. The AOA agrees to support and cooperate with the Township of Aberdeen in improving Employee performance. In furtherance thereof, the AOA shall encourage all Employees to:

- 1.** Be in attendance and punctual for scheduled work hours;
- 2.** Give such effort to their work as is consistent with the requirements thereof;
- 3.** Avoid waste in the utilization of materials and supplies;
- 4.** Maintain and improve levels of performance;
- 5.** Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
- 6.** Assist where possible, in building good will between the Township of Aberdeen, the AOA and the public at large.

B. The AOA recognizes that it is the responsibility of the Chief of Police and Township Manager to determine levels of performance for Employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The AOA pledges its cooperation in the attainment of such standards and methods.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township of Aberdeen in its right to seek and obtain such judicial relief as it may be entitled

to have in law or in equity for injunction or damages or both in the event of such strike by the AOA or its members.

ARTICLE XXXIX**NO-STRIKE PLEDGE**

A. During the term of this Agreement, the AOA agrees on behalf of itself, its members and all the Employees it represents, that there will be no strike. In addition, no collective action will be taken which will place the health, safety or welfare of the public in jeopardy.

B. A strike shall constitute sufficient grounds for the termination of employment of such Employee or Employees.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township of Aberdeen in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such strike by the AOA or its members.

ARTICLE XL

JOINT AOA/CHIEF OF POLICE COMMITTEE

A. A Committee consisting of the Township Manager or his designee, the Chief of Police and the AOA shall be established for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise. Said Committee will meet when necessary. These meetings are not intended to bypass the Grievance Procedure or to be considered contract negotiation meetings.

B. The purpose and intent of such meetings is to foster good employment relations through communication between the Township and the AOA on such matters as:

1. Discussion of questions arising over the interpretation and application of this Agreement;
2. Disseminating general information of interest to the parties;
3. Giving AOA representatives the opportunity to express their views or to make suggestions on subjects of interest to the employees of the bargaining unit.
4. To notify the AOA of changes in non-bargainable conditions of employment contemplated by management which may affect employees in the bargaining unit;
5. The promotion of education in training;
6. The elimination of waste and the conservation of materials and supplies;

7. The improvement of working conditions, the safeguarding of health and prevention of hazards to life and property and the strengthening of the morale of the Employees.

ARTICLE XLI**STARTING TIME AND DIFFERENTIAL**

A. The starting time of each regularly assigned shift shall be between the hours of 0700 and 0830 hours unless an emergency as declared by the Chief of Police arises that facilitates the need for a different start time. This start time will end once the emergency is declared over by the Chief of Police.

ARTICLE XLII

GRIEVANCE ADJUSTMENT PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure at the lowest possible level, an equitable solution to problems which may arise affecting the terms and conditions of this Agreement as to an Employee.

2. Nothing herein contained shall be construed as limiting the right of an Employee having a grievance to discuss the matter informally with any supervisor of the departments and having the grievance adjusted without formal proceeding.

3. Pending the grievance and the final disposition, the Employee shall continue to work in a regular and orderly manner without interruption.

B. Definition

1. The term grievance as used herein means a complaint by an individual Employee, group of Employees or the AOA concerning the interpretation, application or violation of policies, agreements or administrative decisions affecting them.

2. Only grievances alleging a misinterpretation, misapplication or alleged violation of the expressed terms of this Agreement may be processed beyond Step 2 of this Procedure. A grievance may be brought by an individual officer, group of officers, AOA or the Township of Aberdeen.

C. Grievance Specificity

A written grievance must identify the grievant by name; set forth with reasonable particularity a clear and concise statement of the facts constituting the grievance, including the specific action or failure to act alleged; the time and place of action or failure to act alleged; the time and place of occurrence of said act; the EMPLOYER's representative whose action or failure to act forms the basis of the grievance, explaining the precise questions of interpretation, application or alleged violation of such provisions underlying the grievance and must set forth with particularity the remedy sought.

D. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the Employees of AOA covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent or resolved on a lower level.

E. Step One-Chief of Police

a. An aggrieved AOA member shall submit in writing within (30) calendar days after the aggrieved Employee knew or, should have known of the events giving rise to the grievance to the Chief of Police. Failure to act within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

b. The Chief of Police shall render a written decision within ten (10) working days from the receipt of the grievance.

F. Step Two-Township Manager

a. In the event a satisfactory settlement has not been reached at Step One

or the Chief of Police fails to respond within the time period prescribed, such Employee may file a signed, written grievance with the Township Manager within seven (7) working days following the written decision of the Department Head or within seven (7) days of its due date.

b. The Township Manager shall review the grievance and render a written decision within ten (10) working days.

G. Step Three-Arbitration

a. In the event the grievance has not been resolved at Step 2, or the Township Manager fails to respond within the time period prescribed, the AOA may elect to file within twenty (20) working days either for binding arbitration of the dispute or, where the grievance involves a disciplinary action subject to the jurisdiction of the Civil Service Appeals. That procedure must be utilized in lieu of the arbitration provided. Failure to file a demand for arbitration within the prescribed time limits will constitute an abandonment of the grievance.

b. It is agreed by the parties that no more than one (1) grievance shall be arbitrated before the same arbitrator at one time.

c. The arbitrator shall be chosen in accordance with the rules and regulations of the Public Employment Relations Commission (PERC). The arbitrator shall be bound by the provisions of this Agreement and shall be restricted to the application of the facts presented to him/her. He/she shall not have the authority to add to, modify, detract from, or alter in any way the provisions of this Agreement or any amendments or supplement hereto.

d. In the event that a settlement of a grievance is agreed to by the parties, the cost of arbitration that have been incurred to that point shall be borne equally between the

AOA and EMPLOYER. Any other expenses incurred, including, but not limited to the presentation of witnesses, shall be paid by the party incurring same.

e. The arbitrator shall set forth his/her findings of the facts and reasons for making the award within thirty (30) calendar days after the conclusion of the arbitration hearing unless agreed to otherwise by the parties.

H. Township Grievance

Grievances initiated by the Township shall be filed in writing directly with the AOA within the same period set forth in Step One, Paragraph "a". A meeting between the Township Manager and an AOA representative shall be held within five (5) working days of the receipt of said filing in an earnest settlement shall be reached, the procedure set forth in Step Three shall be applied.

ARTICLE XLIII**MANAGEMENT RIGHTS**

AOA recognizes that the Employer has those rights set forth under the laws of the United States, State of New Jersey and Township of Aberdeen and the Rules and Regulations of the Department of Personnel.

ARTICLE XLIV**LEGAL ACTIONS AGAINST OFFICERS**

Employer agrees to provide permanent members of the Police Department with the necessary means for defending any action or legal proceeding brought against such member including expungement (except for cases existing before 12/31/81) which arise out of or are incidental to the performance of his/her duties or employment by Aberdeen Township.

The foregoing shall not apply, however, to the defense of a disciplinary proceeding instituted against him by Aberdeen Township or a criminal proceeding instituted as a result of a complaint on behalf of Aberdeen Township. If any such disciplinary or criminal proceeding instituted by or on complaint of Aberdeen Township shall be dismissed or finally determined in favor of the officer, he/she shall be reimbursed for the expense of his/her defense.

ARTICLE XLV

DEFINITIONS

Anniversary Date: Permanent appointment to department as certified by Civil Service.

Assignment: The setting or fixing to a specific purpose or task with the Department by the Chief of Police or Township Manager.

Base Salary: The officer's salary reflected in Article XXXV and, where applicable, the veteran's and college credit compensation.

Day Off: A twenty-four (24) hour period during which no work is performed for the Employer.

Disability Retirement: When deemed unfit to perform duties by a physician and not felt to be likely to recover, an officer may withdraw or be withdrawn from active service. See Civil Service Regulations and Pension Rules and Regulations.

Early Relief: Officers may arrange for early relief with any other officer of equal status. See Federal Law 29, CFR, part 553.15 (Lateral change without overtime).

Emergency: An unforeseen or unexpected combination of circumstances which create demands beyond the capacity of manpower normally scheduled and adequate for the regular operation of the department, or where the safety of the public or other officers is endangered or imperiled.

Employer: Aberdeen Township and those officials so elected, appointed or assigned to handle the affairs of the Township of Aberdeen.

Executive Officer: The officer having the rank of Chief of Police.

Immediate Family: Any one or more of the following: spouse, children, parents, brother, sister, spouse's parents, spouse's brother or sister, or relative or dependent living under the same roof on a permanent basis.

Immediate Superior: Officer of one rank above or assigned as supervisor or overseer of a group of officers or officer.

Injury on Duty: Injury or illness incurred while the Employee is working in any Township authorized activity in keeping with the State Law or applicable Court decisions.

Off Duty: Time when no work is performed for the Employer.

Officer: As defined in Law Enforcement Employee section of Federal Law 29, CFR 553 4, "A sworn member of a body of trained persons who are empowered by law to enforce various laws designated to maintain public peace and order and to protect both life and property from accidental or willful injury and to prevent and detect crimes. One who had the power of arrest." All permanent members of the Aberdeen Township Police Department, exclusive of special officers and CETA Employees.

On Call: Officer expected to remain where he/she can be reached by phone and could report at headquarters in one (1) hour or less if called.

Sick Day: Day when work is scheduled, but not performed because of sick leave.

Trading Time: As defined in Federal Law 29, CFR Part 553.16, permitting officers to substitute for another officer to permit that officer to absent himself/herself from work for personal pursuits without overtime.

Work Day: Eight (8) consecutive hours of work, inclusive of meal period, followed by

sixteen (16) hours off duty.

Work Week: Five (5) consecutive work days followed by not less than two (2) days off.

ARTICLE XLVI**JUST CAUSE**

No Employee shall be disciplined or reduced in rank or compensation without just cause.

ARTICLE XLVII**DISCIPLINARY FINES**

Any disciplinary fine imposed by the Township which is in excess of the equivalent of five (5) days gross pay may be appealed to the Department of Personnel in accordance with NJAC 4:1-16.7. Any disciplinary fine imposed by the Township which falls below the equivalent of five (5) days gross pay may be paid in lump sum or through installments. Such installments may not be more than ten percent (10%) of the gross salary per day period.

If any Employee so fined leaves the employment of the Township, such fine, or any balance thereof, shall be due in full. Such payments may be deducted from the Employee's final check or any other monies due the Employee.

ARTICLE XLVIII**DURATION OF CONTRACT**

This Agreement shall become effective on January 1, 2013 regardless of date of execution and shall continue in full force and effect up to and including December 31, 2015. The parties will negotiate in good faith and pursuant to the Rules and Statutes of New Jersey.

Negotiations shall begin and continue in good faith.

If, following receipt of such notice, of any notice to negotiate, such negotiations have not been concluded prior to the termination date, this Agreement shall remain in full force and effect after expiration of the Contract until a new contract is executed.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers and their proper corporate seals to be hereto affixed the day and year set next to their names below.

TOWNSHIP OF ABERDEEN

Dated: 6/18/2013

Holly Reycox
Township Manager

Dated: 6/18/2013

Joe
Dee
Terchak
Aberdeen Township AOA